

C O N T R A C T

Between

CITY OF READING

and

COMPLETE SIGNS, LLC.

2020 – Penn Street Bridge Sign Replacement Project

C O N T R A C T

THIS AGREEMENT, made and concluded this day of 11/1/2020, by and between the **CITY OF READING**, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and **COMPLETE SIGNS, LLC**, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Approved Contractor Drawings. Approved Contractor Addendums; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: **Fifty-Eight Thousand Dollars (\$58,000.00), for the Penn Street Sign Replacement Project**. It is agreed the contract sum is \$58,000.00 to be paid 50% deposit at time of notice to proceed with the balance due net 30 days. It is also agreed that there will be no retainers on the deposit and the final payment.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

It is agreed and understood that the Contractor does not carry Professional Liability Insurance and is not required to carry it.

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work as specified in the technical specifications, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract. The finish date, will be tied to the start date. The completion date is estimated to be 8-10 weeks after Complete Signs receives approved CS drawings, approved CS addendums, notice of commencement, Executed Contract and a 50% deposit. Contractor shall hire a local installer for this project.

ADDITIONAL TERMS & CONDITIONS. Complete Signs is not responsible for damage to any private underground lines such as but not limited to electrical wires, cable, waterlines, etc. Complete Signs is not liable for the accuracy of the interpretation of any city, county, or state codes. Complete Signs is not liable for determining property lines or right of ways. Risk of loss for the above product is transferred to Owner at such time as Owner takes possession or product is installed on Owners premises, whichever occurs first.

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this Agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the Presence of:

Attest:

DocuSigned by:
Linda A. Kelleher CMC, City Clerk
73DE031C240D451...

CITY OF READING

DocuSigned by:
Mayor Eddie Moran
By: 9DBE26E27C594BB...
Mayor

COMPLETE SIGNS, LLC.

DocuSigned by:
Justin Holland
By: BA2FD72EF00143D...

Title: VP Sales

APPENDIX

1. Proposal

2. Requests for Proposals and Addenda

1. Proposal



Penn Street Sign Replacement

PROPOSAL

City of Reading, PA

- by -

Complete Signs, LLC.

www.completesigns.net

Telephone: 888.823.9005

PROPOSAL
FOR
PENN STREET BRIDGE SIGN REPLACEMENT
READING, PENNSYLVANIA

Proposal of

COMPLETE SIGNS

(Name)

227 HOSTDALE DR, DOTHAN, AL 36303

(Address)

TO: Mayor, Moran
City of Reading
815 Washington Street
Reading, PA 19601

Dear Mayor Moran:

In conformity with City Plans and specifications, all as prepared by the Department of Administrative Services and after an examination of the site of the work, and the Contract Documents, including the Instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety or otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the

contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Public Works for the total sum as herein bid:

FIFTY-SEVEN THOUSAND, NINE HUNDRED EIGHTY-FIVE DOLLARS

(written)

\$ 57,985.00

(figures)

IN WITNESS WHEREOF, this proposal has been executed this 25 day of

JUNE A.D. 20 20.

by the setting hereunto of his or its hand and seal.

FOR INDIVIDUAL:

Acceptance of this bid constitutes agreement to the following:

FOR CORPORATION:

COMPLETE SIGNS

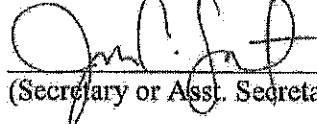
(Name of Corporation)

By: 

JUSTIN HOLLAND, VP SALES

(Official Title)

Attest:


(Secretary or Asst. Secretary)

(Seal) Complete Signs, LLC has reviewed the terms and conditions included in the bid package. As a preliminary matter, Complete Signs, LLC intends to comply with said terms and conditions; however, this bid is made specifically contingent upon Complete Signs, LLC's final review and acceptance of all such terms and conditions. Complete Signs, LLC will complete such final review and communicate its acceptance or rejection of specific terms and/or conditions within 7 days of being notified that it is the successful bidder and is being offered the contract. Should the parties be unable to reach an agreement regarding one or more of said terms and/or conditions, the bid submitted by Complete Signs, LLC shall be considered void and no cost or liability of any kind shall accrue on behalf of, or in favor of, either party or their sureties, including but not limited to expenses related to bid preparation, bid or performance bond claims, delay related costs, etc.

FOR PARTNERSHIP:

(Name of Partnership)

By:

NA

(Seal)

(Seal)

Partners



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Complete Signs LLC

227 Hosldale Drive
Dothan, AL 36303

OWNER:

(Name, legal status and address)
City of Reading, PA

815 Washington Street
Reading, PA 19601

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)
Penn Street Bridge Sign Replacement

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

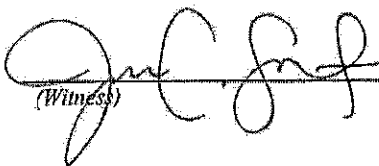
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

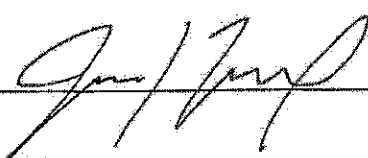
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

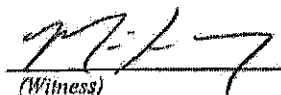
Signed and sealed this 30th day of June, 2020


(Witness)

Complete Signs LLC
(Principal)


VP SALES
(Title)

(Seal)


(Witness)

The Ohio Casualty Insurance Company
(Surety)


(Title) Sheva R. Bridges - Attorney in Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Complete Signs LLC

Agency Name: SLINGLUFF-UNITED INSURANCE

Bond Number: BID-0004585

Obligee: City of Reading, PA

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Sheva R. Bridges in the city and state of DOTHAN, AL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 30th day of June, 2020.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PLEASE SEE DOC A310 ATTACHED FROM LIBERTY MUTUAL

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

JUSTIN HOLLAND, as Principal (the "Principal"), and

COMPLETE SIGNS, LLC a corporation organized and

existing under laws of the STATE of ALABAMA, as Surety (the "Surety"), are held and firmly bound unto CITY OF READING as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of 10% BID AMOUNT Dollars (\$ 5,798.50), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the SIGN REPLACEMENT Work in connection with the construction of PENN STREET BRIDGE SIGNAGE

pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond and a Payment Bond and, upon award of a contract to him by the Obligee, shall execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any

other person for the performance of the work contemplated in said Proposal, as accepted by the Oblige, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Oblige shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Oblige the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this 25 day of JUNE, 2020.

(Individual Principal)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

COMPLETE SIGNS

(Partnership Principal)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

(Corporation Principal)

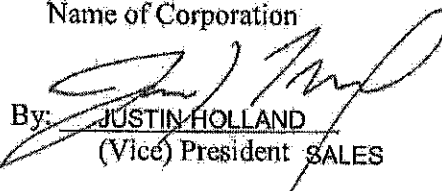
Attest:



(Ass't Secretary)

COMPLETE SIGNS, LLC

Name of Corporation


By: JUSTIN HOLLAND
(Vice) President SALES

(CORPORATE SEAL)

or (if appropriate)

Name of Corporation

By: _____
Authorized Representative

- Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

Signed _____

Subscribed and sworn to before me on

this ____ day of _____, 20____

PLEASE SEE ATTACHED BID BOND FORM

(Title)

My commission expires:

(Corporate Surety)

Name of Corporation

By: _____
Attorney-in-fact

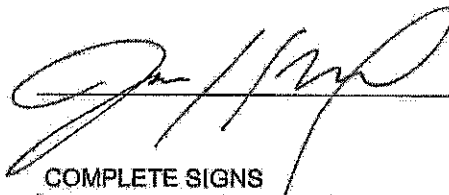
Witness:

(Corporate Seal)

****Attach an appropriate power of attorney, dated as of the same date as the affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.**

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

A handwritten signature in black ink, appearing to be "John J. [unclear]", is written over a horizontal line.

COMPLETE SIGNS
BIDDER

VP SALES
TITLE

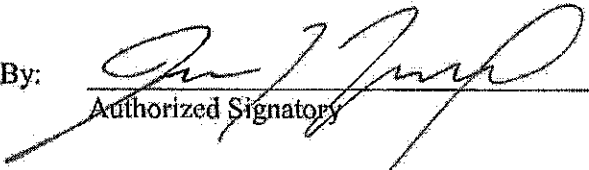
**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

COMPLETE SIGNS, LLC

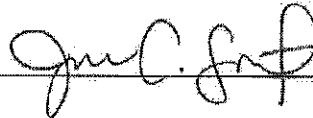
Name of Provider

By:


Authorized Signatory

Title: VP SALES JUSTIN HOLLAND
President or Vice President

Attest:



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

- a) Name of Bidder: COMPLETE SIGNS
- b) Permanent main office address: 227 HOSTDALE DR, DOTHAN, AL 36303
- c) When organized: OCTOBER 2000
- d) If a corporation, where incorporated: LLC
- e) How many years have you been engaged in the contracting business under your present firm or trade name: 20
- f) Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.) WILL PROVIDE IF AWARDED
- g) Have you ever failed to complete any work awarded to you? If so, where and why?
NO
- h) Have you ever defaulted on a contract? NO If so, where and why?
- i) List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
- j) List your major equipment available for this contract: WILL PROVIDE IF AWARDED
- k) Describe experience in construction work, services provided and products delivered similar in importance to this project on an attached sheet.
SEE PROPOSAL
- l) Background and experience of the principal members of your organization, including the officers.
SEE PROPOSAL

m) Credit available: \$ _____

n) Give Band reference: _____

o) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? WILL PROVIDE IF AWARDED

p) (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, or religion? NO

If you, give full details. NA

(B) Have you ever been accused of discrimination based upon race, color, nationality, or religion in any action or legal proceeding including any proceeding related to any Federal Agency? NO If so, give full details.

NA

q) The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.

r) Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

MICAH HOLLEY, SLINGLUFF UNITED INSURANCE

568 S OATES ST, DOTHAN, AL 36302 334-714-0026

s) Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

SAME AS ABOVE

- t) The undersigned hereby authorized any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at 10:52AM this 25 day of JUNE 2020.



BY: JUSTIN HOLLAND

COMPLETE SIGNS
(NAME OF BIDDER)

TITLE: VP SALES

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP:

Penn Street Bridge Sign
Replacement

DUE DATE:

June 30, 2020
3:00 P.M. Prevailing Time

NOTICE

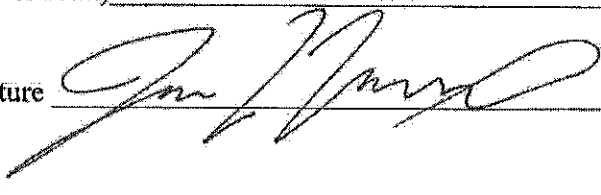
This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE;

Please be advised we are requesting a bid for both single faced and double faced signs for this project.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) COMPLETE SIGNS

Authorized Signature



Title VP SALES

Name (Type or Print) JUSTIN HOLLAND

Date 06/30/2020

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2

RFP:

Penn Street Bridge Sign
Replacement

DUE DATE:

June 30, 2020
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

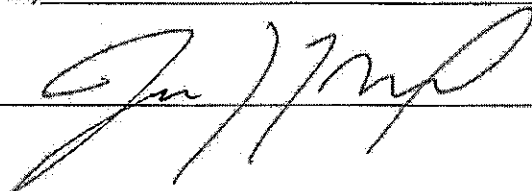
Q1. What is the estimated cost?

A1. No estimated cost will be given for this project.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) COMPLETE SIGNS

Authorized Signature



Title VP SALES

Name (Type or Print) JUSTIN HOLLAND

Date 06/30/2020

Penn Street Sign Replacement



DESCRIPTION OF FIRM:

Complete Signs truly appreciates the opportunity to bid on this sign project. We view all of our sign projects as life-long relationships, and we are excited about building a mutually beneficial relationship with your college.

Complete Signs was established in October of 2000. We have quickly grown into one of the largest LED dealers in the nation. We are privately owned by three individuals, and operate as an LLC. Prior to establishing Complete Signs, the three owners worked at one of the world's largest and state of the art sign companies. They gathered over 40 years of sign experience.

We place a great deal of emphasis on quality, service, and professionalism. When working with Complete Signs you will quickly notice we go to great lengths to stand apart from our competition.

Although we gladly work with any business, organization, or municipality requiring signage, we have naturally gravitated towards Schools, Churches, and Government Agencies. Perhaps the diverse skills obtained over the years have helped us provide a competitive service to these agencies, while understanding how to meet some of the unique needs arising in this line of work.

Our primary line of business is the design, manufacture, and installation of custom signs containing LED electronic message centers. We've installed hundreds of large outdoor signs nationwide, and are uniquely positioned to partner with you on this project. Unlike most traditional sign companies, we are staffed with a team that understands the world of digital signage. Following is a brief list of services provided by Complete Signs:

- LED / Digital Signs
- Architectural Custom Signs
- Pylons and Monuments
- Building Signage
- Site Work / Installation & Service
- Interior ADA Signage

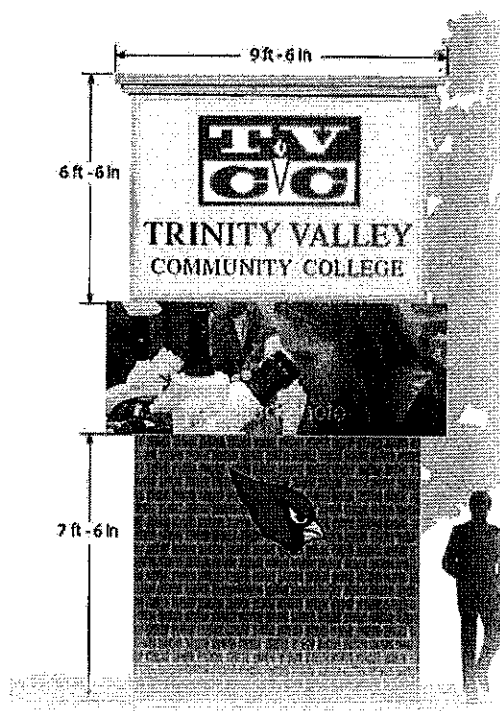
Penn Street Sign Replacement

- Engineering / Drafting
- Graphic Design.

EXPERIENCE:

Following is a brief description of three recent projects demonstrating relevant experience. Additional details can be promptly provided upon request.

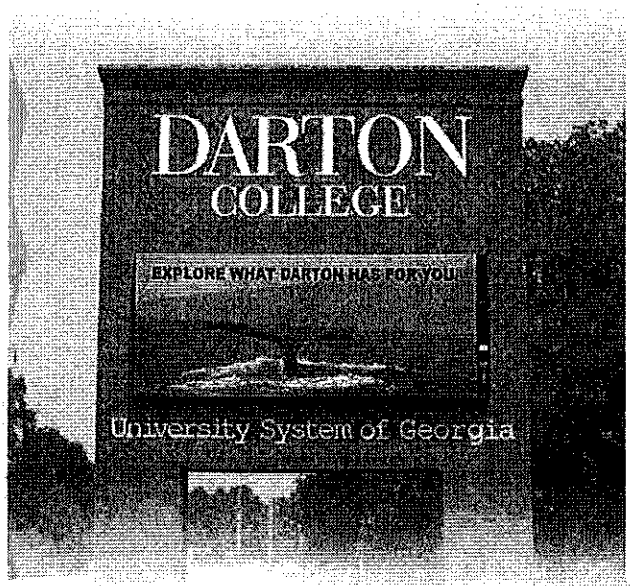
1. Trinity Valley Community College – Athens, TX.



- Design Pylon Sign
- Survey location to determine proper size LED display
- Manufacture and Install Sign
- Excavate Foundation
- Wireless Communication
- Software Support & Training
- Design custom graphics for LED
- Warranty and Preventive Maintenance

Penn Street Sign Replacement

2. Darton College - Albany, GA.



- Write Bid Specs for College
- Design Pylon, Brick, LED, Structure
- Manufacture and Install Sign
- Excavate Foundation
- Design / Provide Brick Structure
- Fiber Optic Data Communication
- Design custom graphics for LED
- Warranty and Preventive Maintenance

Penn Street Sign Replacement

3. Gadsden State Community College – Gadsden, AL.



- Work with GC and architect on project from inception to completion
- Fabricate sign and LED
- Manufacture and Install Sign
- Work closely with college masonry group to complete brick process.
- Software training for multiple college contacts.

PERSONNEL:

The following team members are highly experienced, and will play an important role in the success of this project.

Jason Lumbatis – Vice President of Operations

- Jason will oversee the design, installation, & purchasing

Kathi Ivey – Project Management / Project Manager

- Kathi will coordinate all field work, and customer contact during the project

Justin Holland – Vice President of Sales & Marketing



Penn Street Sign Replacement

- Justin will handle the set-up, software, training, and graphic support

Jerry Hart – Hartland Productions - Local Service / Sales / Support

- Jerry will be in position to coordinate on-site services

PROJECT APPROACH:

In order for a job of this scope to become a success, it must be micro-managed, and handled by someone with the experience needed to anticipate potential problems. Our team has years of experience successfully handling similar projects all over the United States.

The following list identifies some of the unique things we do to ensure your project is completed on time and according to your expectations:

- Site Survey to gather detailed measurements of sign
- Pre-Permitting process. Includes developing site plan, other documents required for pulling the sign permit
- Engineering of the sign cabinet, LED, and pole structure
- Determine final mounting height of LED sign
- Determine whether LED signs need to be angled to the road to achieve maximum visibility/impact
- Develop shop drawings for sign cabinet, faces, and LED
- Coordinate with subcontractors involved in the project.
- Provide weekly updates to our point of contact.
- Develop custom graphics for your LED sign.
- Prepare communication ahead of LED delivery.
- Set up software account access and prepare for training.
- Schedule and conduct software training #1. We typically do one initial training session, and then 1-2 after the LED is installed to dive into more of the advanced features of the software. We do FREE software training for life, so there is never a charge for this service!
- Test LED sign in our shop for 24-48 hours before shipment.
- Inspect all items before crating / shipping.



Penn Street Sign Replacement

- Deliver sign and LED to the job site for installation.
- Inspect sign at job site prior to installation.
- Install sign and LED
- Inspect sign with site representative to determine any punch list items.
- Confirm all computers can communicate with the LED sign.

PRODUCT BROCHURES:

Attached you will find a few product brochures for our LED signs, and a link to our websites for more information.

Vantage LED: www.vantageled.com

Complete Signs: www.completesigns.net

PRODUCT WARRANTY:

Warranty for LED Sign

- Industry Leading 7 Year Comprehensive Parts & On-Site Labor Warranty
- No "Fine Print" Loop Holes
- Lifetime warranty on LED frame structure
- Toll Free number & service email to expedite warranty calls
- Fast response time for warranty calls
- Parts stocked locally

Warranty for Main ID Sign

- 1 Year Parts & Labor
- No "Fine Print" Loop Holes
- Additional warranty for individual components
 - Ballast - 3 years
 - Vinyl Graphics - 5 years



Penn Street Sign Replacement

- Paint Finish - 5 years
- Steel and Frame - Lifetime

Service / Maintenance

- Maintenance contracts available (when warranty ends)
- Repairs done in a timely manner
- Insurance claims handled on your behalf
- Service handled in 24-72 hours in most cases
- Emergency contact numbers for 24 hour access

PROJECT SCHEDULE:

Complete Signs will keep you updated at least weekly on the detailed progression of all aspects of this project. Our production team works closely with our sales team to keep our customers up to date, and informed of all activity associated with the project. Following is a typical timeline for a project like this.

- Design, Shop Drawings, Engineering (1-2 Weeks)
- Permitting (1-2 Weeks)
- Manufacturing (8-10 Weeks)
- Shipping & Installation (1-2 Weeks)

BENEFITS OF A GREAT WARRANTY

The Long Term Cost Benefits of a Great Warranty:

The long term cost for a sign owner to maintain an outdoor LED display can be directly affected by type of warranty coverage. Factors like parts, labor, insurance backing the obligation, and term vary between manufacturers as well as the overall service quality to resolve issues quickly and easily for the dealer and the end-user. Being able to understand a great warranty from a good or bad warranty can save the display owner a lot of time and money.

First, Let's Define the Terms within a Warranty:

To understand the difference between manufacturer warranties, it's important to define and understand the terms they use.

Warranty Term: This is the number of years your warranty will be valid from the date of installation. It's important that warranty term meets or exceeds industry standards to minimize long term costs.

Parts Coverage: Standard coverage for parts, including modules, power supplies, and internal components to repair your display during the warranty term. Read carefully. Unlike Vantage, some display manufacturers do not cover all parts mentioned above during Warranty Term. In some cases, the display manufacturer will limit the coverage term on a particular part (like power supplies or radios), and/or the shipping costs may not be included.

Factory Labor: The term Factory Labor does not mean the manufacturer covers on-site labor costs to remove, ship, or re-install part(s) needed to repair your display, but rather the manufacturer requires you, the display owner, to coordinate the removal of the defective part(s) and ship them back to them for repair. As a result, it could take several weeks before your display is up and running again.

On-Site Parts Replacement Service (Labor): During the Warranty Term, your LED display is covered for on-site labor costs to remove, ship, or re-install part(s) needed to repair it.

Administrated Labor Warranty Program: Our additional labor warranty is operated by a licensed 3rd party Warranty Administration company that is fully underwritten as required by law. In the event the original Vantage Dealer Partner goes out of business, the obligation for the On-Site Parts replacement service will not be interrupted.

Typical Service Costs: Costs can vary depending on location, access, state, and provider. Here are some conservative costs on average for the industry:

- Service Call 1 Tech: \$100 per hour, typically 2-3 hour minimum.
- Service Call 1 Tech and Bucket Truck: \$195 per hour, 2-3 hour minimum.
- High Rise Service Call: \$500 per hour, 2-3 hour minimum.
- Out of Warranty Parts: \$300 - \$3500+ each.

Vantage LED Exceeds the Standard: 7 Year Parts & On-Site Parts Replacement Service

The industry standard is 5 years parts and factory labor. Vantage LED sets the bar higher and offers a 7 year parts (all parts) and a true 7 year on-site parts replacement service which is fully backed by a 3rd party licensed Warranty Administration company that is fully underwritten, as required by law during the Warranty Term. If after troubleshooting the issue, it is determined that on-site service is required, an Authorized Service Provider will be dispatched immediately to replace the damaged part at no cost during the Warranty Term.

A significant cost savings compared to paying for each service trip until the issue is fixed. This approach ensures a better experience for everyone involved.

Yearly Cost Estimates by Warranty Type and Length

	Year 1 1 Issue	Year 2 1 Issue	Year 3 1 Issue	Year 4 1 Issue	Year 5 2 Issues	Year 6 3 Issues	Year 7 3 Issues	TOTAL
7 Year Parts & On-Site Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5 Year Standard Parts	\$300 - \$500	\$300 - \$500	\$300 - \$500	\$300 - \$500	\$600 - \$1000	\$1500 - \$4000	\$1500 - \$4000	\$5000 - \$11,000
2 Year Standard Parts	\$300 - \$500	\$300 - \$500	\$600 - \$1000	\$600 - \$1000	\$1200 - \$2500	\$1500 - \$4000	\$1500 - \$4000	\$6000 - \$13,500

Your Time, Your Money, Your Reputation:

An outdoor LED display is a large part of your advertising and brand. It generates revenue, interest in your organization, and allows you to communicate to a large audience. It's incredibly important that it works reliably and issues are resolved as quickly as possible.

ELEX

- V - SERIES -

Designed to astound, built to last, and supported for a lifetime.
We lead with the most efficient system, rugged outdoor build, comprehensive warranty,
on-site service, and the best people in the industry.

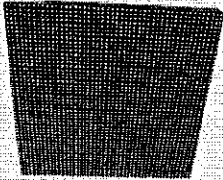
Viewing Distance	Around 20 - 50ft			50 - 100ft			100 - 250ft			250+ ft
Resolution (Pitch)	5mm	6mm	8mm	10mm	12mm	16mm	20mm	24mm		
Module Matrix (Building Block)	48 x 48	40 x 40	30 x 30	24 x 24	20 x 20	15 x 15	12 x 12	10 x 10		
Pixels Per Sq Foot (Density)	3,716	2,581	1,452	929	645	363	232	161		
Dimensions (Per Module)	9.45" x 9.45"	9.45" x 9.45"	9.45" x 9.45"	9.45" x 9.45"	9.45" x 9.45"	9.45" x 9.45"	9.45" x 9.45"	9.45" x 9.45"		



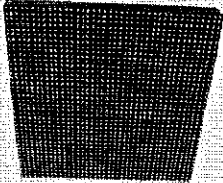
Yardhouse, Las Vegas

10mm - 792 x 144 - 114K Pixels - 26'-0" x 4'-9"

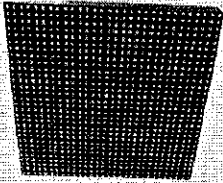
All the LED modules are universal in size making it easy to upgrade the display in the field
to a higher resolution or from grayscale to full color.



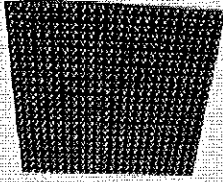
5mm - SMD
48 x 48 matrix



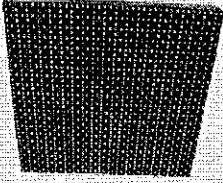
6mm - SMD
40 x 40 matrix



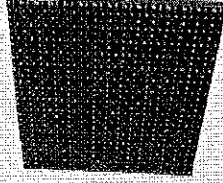
8mm - SMD
30 x 30 matrix



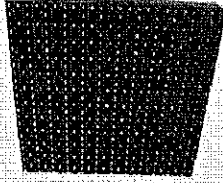
10mm
24 x 24 matrix



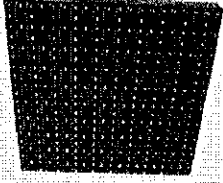
12mm
20 x 20 matrix



16mm
15 x 15 matrix



20mm
12 x 12 matrix



24mm
10 x 10 matrix

VANTAGE USA
INNOVATIVE LED DISPLAYS
MAKE AN IMPACT

FRONT

ENGINEERED CABINET

Designed and built to ensure strength and weatherability.

- Aluminum construction with steel mounting hardware to minimize weight and maximize strength.
- Industry proven powder coat.
- Borderless construction to improve installation options and maximize square footage. Custom borders available.

LED MODULES

All modules are universal in size making it easy to swap & upgrade to a higher resolution.

- 5, 6, & 8mm: SMD / 10, 12, 16, 20, & 24mm: 1 red, 1 green, 1 blue
- Colors: 281 Trillion / Viewing Angles: 160° Horizontal x 70° Vertical.
- Brightness: 10,000 Nits (adjustable) / Dimming Levels: 100
- Individual pixel louvers improve contrast / Contrast Ratio: 1000:1
- Quarter turn latches for front access serviceability and Neoprene seals to provide long term weatherability.

POWER SUPPLIES

Converts AC power to DC power.

- Our LED modules pull 70% less power than other industry leaders.
- Conformal coating protects against corrosion for increased lifetime.
- Voltage and temperature safeguards prevent component damage, resulting in fewer service issues.

DISPLAY CONTROLLER

REVOLUTION™ controller features our custom Android-Based Operating System.

- 100 % solid state / Frame Rate: 60 fps / Scanning Rate: 2400+Hz
- Connected to the cloud and reporting critical data to our SM Infinity™ servers.
- Quad-Core CPU for smooth image and video playback.

ENHANCED RESOLUTION

The display controls each individual LED within each pixel resulting in crisper and more defined content for amazing video and dynamic animations.

- No Strain: It simply allows control of ALL the LEDs at once.
- No Pain: It does not require more power or require over-driving the LEDs.

SOFTWARE

- SM Infinity™ Cloud-Based software / Lightspeed™ or LIVE Event PC-Based Software
- 1 yr Professional Message Creation included

WARRANTY

- 7 yr Comprehensive Parts Warranty / 7 yr On-Site Parts Replacement Service (Underwritten by third party insurance company)
- 7 yr Vandalism & Lightning Protection

BACK

CONTINUOUS STEEL ANGLE

High strength steel used to mount the display to any structure.

- 2" or 3" high strength steel used to mount the display to any structure.
- 3/16" thick steel angle located along to the top and bottom edges for easy mounting or framing of pipe saddle.

POWER CONNECTION

Pre-wired for 120 VAC or 240 VAC.

- External power cables provided for easy termination in junction box.
- Power connections clearly labeled for location and voltage.
- ¾" Liquid Tight conduit fittings for weatherproof connections.

MASTER/SLAVE CONNECTION

Mirrors the content from the master side to the slave side.

- Standard Cat5/6 cable connections.
- Backup cable creates a data loop minimizing image failure.
- Industry standard typically has data in only one direction allowing larger image failure.

REAR OR FRONT VENTILATION

Regulates temperature and eliminates moisture inside display.

- All displays are thermostatically controlled to improve fan life and prevent drawing in moisture in cold weather.
- Offset intake and exhaust positions to draw cool air across the internal components.
- Optional front ventilation is useful for custom installations with smaller clearances or specific needs.

COMMUNICATION OPTIONS

Options for getting content from the computer to the display.

- Cellular Communication for plug-n-play connectivity to the Internet bypassing local networks or failure points.
- Wireless Radios provide secure direct communication from the sign to the building network or computer.
- Fiber Optic converters allow for long distance hard line communication to the sign.
- Hard Line Cat5/6 connections allow a simple and easy way to connect directly to the network or computer.

MARKS OF SAFETY, CARE, AND PRIDE

- ISO9001 Quality Management Certified.
- ETL certified & tested to be safely operated outside.
- RoHS compliance means Restriction of Hazardous Substances.
- FCC Tested and Compliant.



2. Requests for Proposals and Addenda

REQUEST FOR BIDS
PENN STREET BRIDGE SIGN REPLACEMENT
CITY OF READING, PA

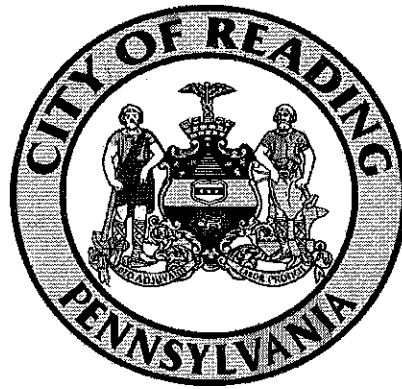


TABLE OF CONTENTS

NOTICES AND INSTRUCTIONS

Notice to Contractors
Instructions to Bidders

DOCUMENTS TO BE SUBMITTED WITH BID

Bid Proposal Form
Bid Bond
Non-Collusion Affidavit
Non Discrimination Statement
Provider's Certification of Non-Indebtedness to the City of Reading
Statement of Bidders Qualifications

CONTRACT DOCUMENTS

Contract
Performance Bond
Payment Bond
Statement Accepting Provisions of PA Worker's Compensation Act
Stipulation Against Liens
Indemnity Agreement
Notice to Proceed

TECHNICAL SPECIFICATIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO BIDDERS

The City of Reading will receive sealed bids via PennBid at www.pennbidprocureware.com until 3:00 P.M., prevailing time on June 30, 2020 for the 5'x11' electronic sign. The pole was recently replaced with the completed construction of the bridge.

Specifications and Bid Forms for the above work can be obtained via PennBid at www.pennbidprocureware.com.

Bid surety, as specified in this document, shall accompany each bid. A certified check or bid bond will be accepted.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid that may not be in the best interest of the public.

Employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

Tammi Reinhart
Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

PROPOSAL SUBMISSION

The City of Reading is seeking electronic bids for the replacement of the Penn Street Bridget 5x11 electronic sign. The pole was recently replaced with the completed construction of the bridge. Bids will be received via the Pennbid Program (www.pennbid.procureware.com) until 3:00 P.M., prevailing time, on June 30, 2020, for the City of Reading, Department of Public Works.

PRE-BID MEETING (if specified)

There will be no pre bid meeting for this project.

Proposals after the hour specified, will not be considered. Contractors are invited to be present at the opening of proposals.

BONDS

Security, in the amount of ten percent (10%) of the proposal price shall accompany each proposal. This security may be a Certified or Cashier's Check, or a Proposal Bond furnished by a surety company, satisfactory to the City of Reading. The successful contractor, upon award of contract, shall furnish at the time of execution of the same, Payment Bond and a Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract, to guarantee satisfactory performance. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a contractor who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful vendors as soon as the contract is awarded, or all bids rejected.

INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by him/her is that of any independent Contractor and as such, he/she shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him/her from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Employer's Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of Reading, 815 Washington Street, Reading, PA 19601*. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Errors and omissions insurance to cover any pollution liability incidents that may occur as a result of faulty testing procedures, methods and/or results.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles.

All subcontractors performing work under this contract must furnish to the city a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

Please provide verification for Pesticide or Herbicide Applicator Coverage.

WAGES AND EMPLOYMENT REQUIREMENTS

Each bidder shall include in their proposal a statement that they pay not less than the prevailing wages, if required.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of

the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

The contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

QUALITY

Where a certain article or "Approved Equal" is specified and the contractor intends to furnish an article which the contractor considers equal to the one named, the contractor must specify in the proposal the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by City Council.

TIME OF COMPLETION

The contractors are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful contractor will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be cancelled and awarded to the next lowest responsible contractor.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw or modify their bids within PennBid at any time prior to the due date and time listed in the invitation to bid. No proposals may be withdrawn for a period of thirty (30) days

following the formal opening and receipt of proposals by City Council.

After a proposal has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4 as same may be amended.

NO CONTACT POLICY

After the date and time established for the receipt of proposals by the city, any contact by any proposer with any city representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement action.

CITY VENDOR PREFERENCE

Per its charter, the city reserves the right to offer a ten percent (10%) preference to a business or individual headquartered in the city.

PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful vendor shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the proposal documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

METHOD OF PAYMENT

All City of Reading disbursement requests on this contract shall be based and computed on invoices submitted by the Contractor/Successful Vendor or approved representative (Manager) on a monthly basis for actual work done according to the contract specifications and City codes and approved by a City official or person representing a City official (Parks Superintendent).

The City shall have the right to withhold disbursement funds if in the City's opinion work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, Contractor/Successful Vendor fails to comply with this

Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted via (www.pennbid.procureware.com) by 2:00pm on June 16, 2020. Responses to questions shall be issued to all bidders in the form of a written addendum no later than June 23, 2020 via (www.pennbid.procureware.com).

Additionally, the City prohibits communications initiated by a proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representatives shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this contract, and the contractor shall preserve all records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

**DOCUMENTS TO BE SUBMITTED
WITH BID**

PROPOSAL
FOR
PENN STREET BRIDGE SIGN REPLACEMENT
READING, PENNSYLVANIA

Proposal of

(Name)

(Address)

TO: Mayor, Moran
City of Reading
815 Washington Street
Reading, PA 19601

Dear Mayor Moran:

In conformity with City Plans and specifications, all as prepared by the Department of Administrative Services and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety or otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the

contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Public Works for the total sum as herein bid:

(written)

\$ _____
(figures)

IN WITNESS WHEREOF, this proposal has been executed this _____ day of
_____ A.D. 20 ____.

by the setting hereunto of his or its hand and seal.

FOR INDIVIDUAL:

(Seal)

FOR CORPORATION:

(Name of Corporation)

By:

(Official Title)

Attest:

(Secretary or Asst. Secretary)

FOR PARTNERSHIP:

(Name of Partnership)

By:

_____(Seal)

_____(Seal)

Partners

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

_____, as Principal (the "Principal"), and

_____ a corporation organized and

existing under laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto _____ as Oblige (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Oblige to perform the _____ Work in connection with the construction of _____

_____ pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601.

WHEREAS, it is a condition of the receipt and consideration by the Oblige of said Proposal that it shall be accompanied by proposal guaranty to be held by the Oblige on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Oblige a Performance Bond and a Payment Bond and, upon award of a contract to him by the Oblige, shall execute and deliver the Agreement and furnish to the Oblige proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the Oblige the difference between the amount of said Proposal, as accepted by the Oblige, and any higher amount for which the required work shall be contracted for by the Oblige, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Oblige by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Oblige should not procure an executed contract with any

other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20__.

(Individual Principal)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(Partnership Principal)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

(Corporation Principal)

Attest:

(Ass't. Secretary)

Name of Corporation

By: _____
(Vice) President

(CORPORATE SEAL)

or (if appropriate)

Name of Corporation

By: _____
Authorized Representative

- Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

Signed _____

Subscribed and sworn to before me on

this ____ day of _____, 20 ____

(Title)

My commission expires:

(Corporate Surety)

Name of Corporation

By: _____
Attorney-in-fact

Witness:

(Corporate Seal)

****Attach an appropriate power of attorney, dated as of the same date as the affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.**

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid or Bids;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,
- (6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____
DAY OF _____, 20____

Notary Public

My Commission Expires

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

- a) Name of Bidder: _____
- b) Permanent main office address: _____
- c) When organized: _____
- d) If a corporation, where incorporated: _____
- e) How many years have you been engaged in the contracting business under your present firm or trade name: _____
- f) Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
- g) Have you ever failed to complete any work awarded to you? If so, where and why?

- h) Have you ever defaulted on a contract? _____ If so, where and why?

- i) List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
- j) List your major equipment available for this contract:

- k) Describe experience in construction work, services provided and products delivered similar in importance to this project on an attached sheet.
- l) Background and experience of the principal members of your organization, including the officers.

m) Credit available: \$ _____

n) Give Band reference: _____

o) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

p) (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, or religion? _____

If you, give full details. _____

(B) Have you ever been accused of discrimination based upon race, color, nationality, or religion in any action or legal proceeding including any proceeding related to any Federal Agency? _____ If so, give full details.

q) The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.

r) Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

s) Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

- t) The undersigned hereby authorized any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at _____ this _____ day of _____.

(NAME OF BIDDER)

BY: _____

TITLE: _____

CONTRACT DOCUMENTS

C O N T R A C T

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this _____ day of _____, in the year two thousand _____, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and _____, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of _____ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: _____

_____ (state here the lump sum amount, unit prices, or both as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do

and to complete the entire work not later than *DATE OR TIME PERIOD FROM ISSUANCE OF NOTICE TO PROCEED*, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

STIPULATED DAMAGES. The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of Five Hundred Dollars (\$500) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on _____

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

the day and year first above written.

CITY OF READING

By:

Mayor

ATTEST:

City Clerk

Signed and Sealed in the Presence of

CONTRACTOR

PRESIDENT

SECRETARY

PERFORMANCE BOND

Know all men by these presents that we, _____, herein after called the Principal, and _____, hereinafter called the SURETY, a corporation organized and existing under the laws of the state of Pennsylvania are held and firmly bound unto the City of Reading, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of _____ Dollars & 00/100 (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain proposal, dated this _____ day of, 20 ____, to perform the WORK for the OBLIGEE, in connection with the _____

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967", PL 869 (the Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this Bond to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full, all money which may

be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, act of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this bond to be signed, sealed and delivered this _____ day of _____, 20__.

(INDIVIDUAL PRINCIPAL)

_____(SEAL)
(Signature of Individual)

Witness:

Trading And Doing Business As:

(PARTNERSHIP PRINCIPAL)

_____(Seal)
(Name of Partnership)
Witness:

(Partner) By: _____ (Seal)

By: _____ (Seal)
(Partner)

(Partner) By: _____ (Seal)

(Partner) By: _____ (Seal)

(CORPORATION PRINCIPAL)

Name of Corporation

By: _____
(Officer or Authorized Representative)

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal)

Witness:

Signed:

(Title)

Subscribed and sworn before me on this _____ day of _____, 20____.

(Title)

My commission expires:

*Attach appropriate proof, dated as of the same date as the Bond evidencing authority to execute in behalf of the Corporation.

(Corporation SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

Asst. Secretary **By: _____
Attorney-in-Fact

** Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

PAYMENT BOND

Know All Men by These Presents That We, _____ (contractor) hereinafter called the PRINCIPAL, and _____ (SURETY) hereinafter called the SURETY, a corporation organized and existing under laws of the _____ of _____ are held and firmly bound unto _____, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of _____ dollar (_____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____, 20 __, to perform the WORK for the OBLIGEE, in connection with the

_____ as set forth in the CONTRACT, DOCUMENTS; and _____ Public Affairs, City of Reading, Pennsylvania.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors" Bond Law of 1967", P L 869 (the Act"); and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such

SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

(a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and

(b) No action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and

(c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20 ____.

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

WITNESS:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership)

WITNESS:

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____

Officer or *Authorized
Representative)

ATTEST:

By: _____

Title: _____

(Corporate Seal)

Witness:

Signed _____

(Title)

Subscribed and sworn before me on this _____ day of _____, 20____.

(Title)

My commission expires:

*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.

(CORPORATION SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

Asst. Secretary

By: _____
Attorney-in-Fact

** Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF _____

SS.

COUNTY OF _____

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____(SEAL)

For Corporation

(Name of Corporation)

By: _____
(Official Title)

Attest: _____
(Secretary or Asst. Secretary)

For Partnership

(Name of Partnership)

By: _____(SEAL)

_____(SEAL)
(Partners)

(Name of Insurance Company)

By: _____
Attorney-in-Fact

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20____, with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day of _____ 20____.

(SEAL)

(CITY OF READING)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20 __, providing for the

City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of Reading, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this _____ day of _____, 20 __.

By: _____

Title: _____

ATTEST:

(Title)

NOTICE TO PROCEED

TO:

Project _____

Contract No. _____

Amount of Contract _____

You are hereby notified to commence work on the referenced contract on or before _____, 20____, and shall fully complete all of the work of said contract within _____ consecutive calendar days thereafter. Your completion date is therefore _____, 20____.

The contract provides for an assessment of the sum of \$ _____ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this _____ day of _____, 20____.

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By _____

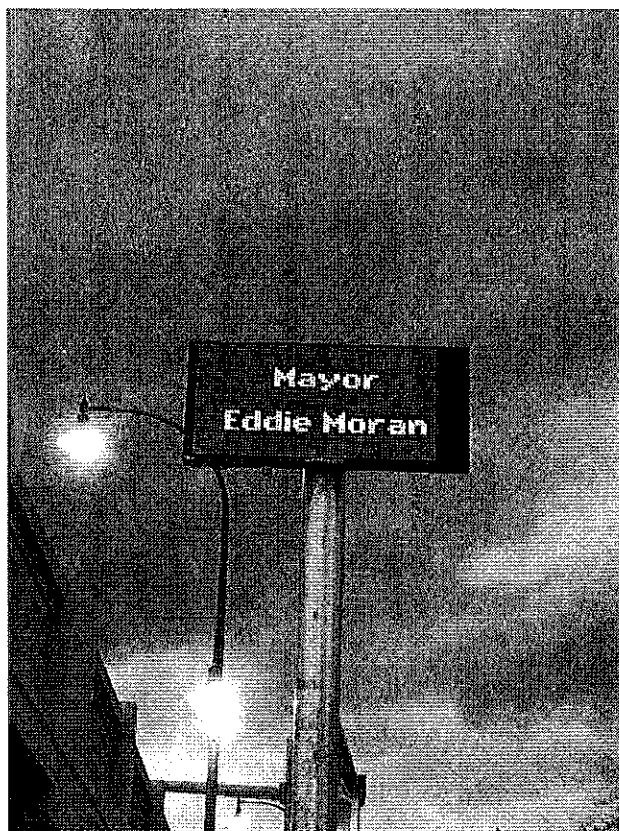
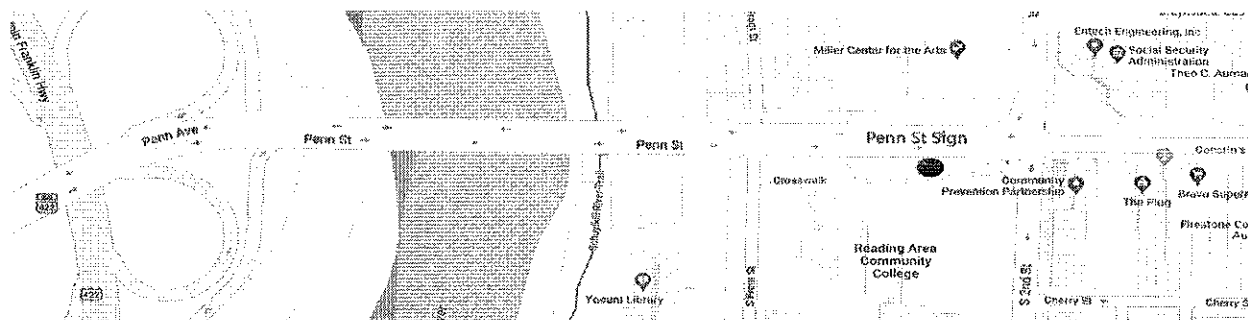
this _____ day of _____ 20____.

By _____

Title _____

TECHNICAL SPECIFICATIONS

Location of the sign is near the corner of Penn St and South 2nd St in Reading PA (see Red dot on map)



1. New sign will use existing pole and be for outdoor use.
2. Replacement will be no larger than 5'x11', or cause any encroachment to bridge walkway. Sign may be smaller but have the same or more usable space.
3. 10mm, full color, 7,000 nits, minimum of 125 degree horizontal viewing and 50 degree vertical viewing.

4. Sign and software must both be capable for displaying animation, video, graphics and messages.
5. Minimum 5 years hardware and software support.
6. Cellular interface for updating sign.
7. Ability to display both time and temperature.
8. Proposal must include a way to dim the sign at night and support the ability to schedule time when the sign is blank or off. Example sign is dark between 12 am and 5 am. This must be stated in the proposal on how this can be managed to be considered.
9. Onsite training to be included.
10. Software must support windows 10 that can be install on multiple computers.

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP:

Penn Street Bridge Sign
Replacement

DUE DATE:

June 30, 2020
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Please be advised we are requesting a bid for both single faced and double faced signs for this project.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) _____

Authorized Signature _____

Title _____

Name (Type or Print) _____

Date _____

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2

RFP:

Penn Street Bridge Sign
Replacement

DUE DATE:

June 30, 2020
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Q1. What is the estimated cost?

A1. No estimated cost will be given for this project.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)_____

Authorized Signature _____

Title_____

Name (Type or Print)_____

Date_____